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# Marriage Contract from an Interdisciplinary Perspective: Integrating Islamic Law, Positive Law, and Gender Justice

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## Abstract

The marriage contract is often treated as a formal religious and legal procedure, although it also carries ethical, social, psychological, and gender-related consequences for marital relations. Previous studies have discussed marriage contracts mainly from classical Islamic jurisprudence or positive legal perspectives, but limited attention has been given to an interdisciplinary reconstruction that integrates Islamic law, Indonesian positive law, and gender justice within a single analytical framework. This study aims to examine the marriage contract as a multidimensional institution that regulates not only marital validity but also reciprocity, legal protection, and relational justice between husband and wife. This research employed normative legal research using conceptual and interdisciplinary approaches. Data were collected through library research involving Islamic legal sources, Indonesian marriage regulations, the Compilation of Islamic Law, academic literature, and relevant sociological and psychological studies. The data were analyzed qualitatively through normative interpretation, conceptual comparison, and interdisciplinary synthesis. The findings show that Islamic law positions the marriage contract as a sacred covenant containing justice, consent, reciprocity, and public interest, while Indonesian positive law provides legal certainty through registration and regulation of marital rights and obligations. The gender justice perspective strengthens this framework by exposing power imbalances and emphasizing equality of dignity, fair distribution of responsibilities, and protection from domination within marriage. This study argues that the marriage contract should be reconstructed as an ethical, legal, and social contract that prevents relational injustice and supports sustainable family life. The study is limited to normative analysis; therefore, future research should examine how these principles are practiced in marital communities and legal institutions.

**Keywords:** Gender Justice; Interdisciplinary; Islamic Law; Marriage Contract; Positive Law

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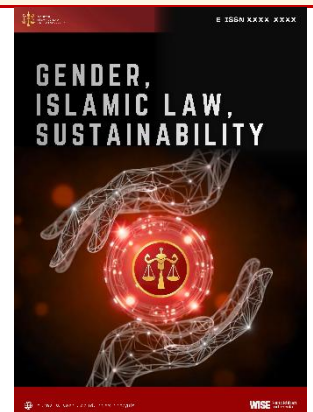
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## INTRODUCTION

The marriage contract is one of the essential aspects of Islamic teachings, carrying profound significance in the life of a Muslim. It is an official agreement that marks the beginning of the marital journey in Islam [1], [2], [3]. It is not merely a legal formality but also a sacred commitment before Allah SWT. In Islamic law, a marriage contract is defined as a covenant or agreement that legitimizes sexual relations between a man and a woman, with the aim of realizing a family life filled with tranquility and affection in a manner approved by Allah SWT. The marriage contract serves as an effort to permit what is originally prohibited. Once the contract is concluded, a good marriage is one grounded in love between human beings.

The expression of this love is articulated in the Qur'an through the concept of *amar ma'ruf nahi mungkar* promoting virtue and preventing vice or social solidarity, which seeks to create a society blessed by God, founded on justice, civility, and humanity [4], [5]. Marriage should be a union filled with joy and happiness, characterized by loyalty and love. This is because love is a sacred divine gift. In the Qur'an, the topic of marriage is discussed in detail across no fewer than 103 verses. The word *nikah* appears 23 times, meaning "to unite," while the word *zawaja*, signifying "spouses" or "pairs," appears 80 times. This is significant because the concept of harmonious pairing (*azwāj*) is created by Allah according to the principle of symmetry and pairing. This reflects the ideal standard of life for a believer, where the household is considered the most important foundation.

The Qur'an explains that one of the purposes of marriage is to establish a family characterized by *sakinah* (tranquility), *mawaddah* (love), and *rahmah* (compassion) between husband, wife, and children. The ultimate goal of marriage is to create a happy family filled with peace, love, and affection among all its members. The primary purpose of marriage is to attain a life of tranquility, love, and affection. This purpose can be fully realized when other complementary objectives are also fulfilled [6], [7], [8]. In other words, the secondary objectives serve as complementary elements to fulfill this primary purpose. By achieving reproductive goals, satisfying biological needs, maintaining personal protection, and engaging in worship, tranquility, love, and affection are, God willing, also realized. This illustrates that the secondary objectives function to support the attainment of the main purpose.

From a legal perspective, Law Number 1 of 1974 on Marriage states that marriage is a physical and spiritual bond between a man and a woman as husband and wife, with the aim of establishing a happy and everlasting family based on belief in the One Almighty God [9], [10], [11]. From the perspective of Islamic law, marriage is considered an act of worship, part of *Sunnatullah* (the way of God), and a prophetic tradition (*Sunnah Nabi*). Only through marriage can a person be deemed legitimate to enter household life and safeguard themselves from actions prohibited by Allah. Marriage serves as a means to produce generations of humanity entrusted with the responsibility of stewardship (*khalifah*) to cultivate and prosper the earth. Furthermore, marriage aims to establish a harmonious household filled with love and affection.

The regulation of marriage is part of the broader aspiration of legal enforcement, intended to create conditions of peace, tranquility, and justice. The nobility of this legal aspiration is manifested in the understanding that marriage is a natural human disposition.

According to Nurcholish Madjid, denial of the regulation of marriage is tantamount to rejecting the natural law created by God, the Almighty Creator.

However, the understanding of the marriage contract is often reduced to formal-ritual aspects, while the power relations and gender justice that emerge after the contract frequently receive little attention. Social changes, growing awareness of human rights, and the development of gender justice discourse necessitate a reexamination of the concept of the marriage contract. An interdisciplinary approach is therefore essential to ensure that the marriage contract is not understood partially, but rather as a living legal and social institution that directly affects psychological well-being and the social positions of both women and men within the family.

Several previous studies have examined the marriage contract from various perspectives. Classical fiqh studies generally focus on the pillars and conditions for a valid marriage contract, such as *ijab* and *qabul* (offer and acceptance), the guardian (*wali*), and witnesses, with an emphasis on normative religious legitimacy [12], [13], [14]. These studies provide a strong theological foundation, yet they tend to situate the husband-wife relationship within a hierarchical framework consistent with the social context of their time. On the other hand, modern juridical studies examine the marriage contract within the framework of positive law, particularly through Law Number 1 of 1974 on Marriage and the Compilation of Islamic Law [15], [16].

The focus of these studies is legal certainty, marriage registration, and their implications for the legal status of husband, wife, and children. Nevertheless, the juridical approach often remains procedural and does not explicitly prioritize gender justice. Meanwhile, gender-based and social science studies have begun to critique marital practices that perpetuate imbalances in the relationship between men and women [17], [18], [19]. This study highlights the importance of equality, the protection of rights, and the elimination of imbalanced power relations within the family. However, previous studies often remain disconnected from normative analyses of Islamic law and positive law, and thus have yet to produce a fully integrative framework.

To address this gap, this article proposes a novel interdisciplinary approach that integrates Islamic law, Indonesian positive law, and a gender justice perspective in the analysis of the marriage contract. Unlike prior sectoral studies, it positions the marriage contract not merely as a legal instrument legitimizing the husband-wife relationship, but as an ethical and social contract embodying the principles of reciprocity, substantive justice, and the protection of the rights of both parties. The novelty of this study also lies in reconstructing the meaning of the marriage contract as the foundation for establishing an egalitarian and sustainable marital relationship. This article is expected to make a conceptual contribution to the development of gender-responsive marriage law while remaining closely attuned to contemporary social dynamics in Indonesia.

## METHODS

This study employed normative legal research with a conceptual, statutory, and interdisciplinary approach. Normative legal research was considered appropriate because the object of analysis was not empirical behavior, but legal norms, doctrines, principles, and conceptual constructions governing the marriage contract within Islamic law and Indonesian positive law. The conceptual

approach was used to examine the normative meaning of the marriage contract as a religious, legal, ethical, and social institution, while the statutory approach was applied to analyze relevant Indonesian legal instruments, particularly Law Number 1 of 1974 concerning Marriage, its subsequent amendments where relevant, the Compilation of Islamic Law, and other regulations related to marriage registration, legal certainty, and family protection. The interdisciplinary approach was employed to broaden the legal analysis by incorporating gender justice, sociology of the family, and psychological perspectives on marital relations, commitment, consent, power relations, and the protection of spouses' rights.

The materials analyzed in this study consisted of primary legal materials, secondary legal materials, and relevant non-legal academic sources. Primary legal materials included the Qur'an, Hadith, classical and contemporary Islamic legal doctrines on marriage, Indonesian marriage legislation, and the Compilation of Islamic Law. Secondary legal materials comprised scholarly books, peer-reviewed journal articles, legal commentaries, and previous studies discussing Islamic family law, marriage contracts, gender justice, marital rights and obligations, and the relationship between religious norms and state law. Non-legal sources were used selectively to support the interdisciplinary dimension of the analysis, particularly literature from sociology, psychology, and gender studies that addresses marital relationships, family dynamics, role negotiation, relational justice, and power imbalance within marriage. The inclusion of these sources was based on their relevance to the research problem, academic credibility, conceptual contribution, and ability to strengthen the integration between legal doctrine and contemporary social realities.

Data were collected through a systematic literature review and document analysis. The literature search focused on legal texts, Islamic jurisprudential sources, statutory regulations, and recent academic publications relevant to the marriage contract, Islamic law, Indonesian positive law, and gender justice. The collected materials were examined critically by identifying key concepts, legal principles, normative tensions, and interpretive gaps in the existing literature. The analysis was conducted using qualitative legal analysis with deductive, interpretative, and comparative reasoning. Deductive reasoning was used to derive legal arguments from general principles of Islamic law and statutory regulations, while interpretative reasoning was applied to understand the substantive meaning of the marriage contract beyond its formal-ritual dimension. Comparative reasoning was used to examine the relationship between Islamic legal norms, Indonesian positive law, and gender justice principles, particularly in relation to consent, reciprocity, legal protection, and the balance of rights and obligations between husband and wife.

To enhance analytical rigor, the study applied source triangulation by comparing religious texts, statutory provisions, legal doctrines, and interdisciplinary academic literature. The validity of the analysis was strengthened through critical reading, consistency checks among legal sources, and contextual interpretation of normative concepts in light of contemporary social developments. Rather than treating Islamic law, positive law, and gender justice as separate domains, this study synthesized them into an integrative analytical framework. This framework enabled the marriage contract to be examined not only as a legal requirement for marital validity, but also as an ethical and social contract that has implications for justice, equality, marital stability, and the protection of both spouses. The findings are presented argumentatively to formulate a gender-responsive and contextually relevant understanding of the marriage contract within contemporary Indonesian family law discourse.

## RESULTS AND DISCUSSION

### *The Marriage Contract from the Perspective of Islamic Law*

Before discussing the marriage contract, it is important first to examine the position of the contract within marriage, as the marriage contract differs in specific ways from other types of contracts, such as a sales contract, even though, terminologically, they share a general meaning and purpose regarding the formalization of a particular matter. A simple example is the difference in *sighah* (formulaic expressions) between a marriage contract and a sales contract, although their purpose is similar: to legally establish ownership of a certain object or item. The position of the contract in marriage is highly significant, as it constitutes an essential component within the pillars (*rukun*) of marriage.

The elements of a marriage contract include the fulfillment of *ijab* and *qabul*, which require the presence of two contracting parties. In general, a contract consists of three (3) essential pillars: *‘aqid* (the subject), *ma‘qud ‘alaih* (the object), and *shighat* (the formulaic declaration) [20]. Unlike the Hanafiyah school, which states that the essential pillars of a contract are *ijab* and *qabul*, this view aligns with the Hanafiyah definition of a pillar (*rukun*) as something upon which the presence of another thing depends and which forms an intrinsic part of its essence.

Terminologically, the marriage contract consists of two words: *‘aqd* (contract) and *nikah* (marriage). The term *‘aqd* means a promise, agreement, or contract, while *nikah* refers to a marital bond carried out according to legal and religious provisions. Simply put, it means marriage or matrimony. The marriage contract is an agreement between two parties entering into marriage in the form of *ijab* and *qabul*. It is based on mutual consent, or free will. Since this consent is internal and not directly observable, it is manifested through the declaration of *ijab* and *qabul*. Therefore, *ijab* and *qabul* are fundamental elements for the validity of the marriage contract. The marriage contract must be expressed with *jala’ul ma’na*, meaning it is articulated clearly and unambiguously so that witnesses can understand what is said by the guardian of the bride (*ijab*) and by the groom (*qabul*).

The marriage contract represents the initial stage before the marriage itself. This ensures and clarifies the subsequent marital status, reflecting the philosophical understanding that the contract creates a strong bond both physically and spiritually. In Islamic law, the individuals entitled to officiate the marriage (*wali*) follow a specific hierarchical order: the father, grandfather, full brother, paternal half-brother, male descendants of the full brother, male descendants of the paternal half-brother, paternal uncle, and finally the male descendants of the uncle. This order must be strictly observed and cannot be bypassed.

The marriage contract is a tangible manifestation of the bond between a man as husband and a woman as wife, conducted before at least two witnesses, using the *ijab* and *qabul* formula. The statement indicating the bride’s willingness to enter into the marital relationship is called *ijab*, while the statement by the groom expressing his consent and agreement is called *qabul*.

The two statements between *ijab* and *qabul* constitute the marriage contract. *Ijab* is the initial statement made by one party, expressing a definite intention to enter into the binding agreement [20]. *Qabul* is the response from the other party, indicating their acceptance of the *ijab* statement. In practice, the *ijab* is pronounced by the guardian (*wali*) of the bride, while the *qabul* is expressed by the groom [21]. The *qabul* statement should be expressed with

words that clearly indicate explicit consent. A marriage contract expressed through *ijab* and *qabul* is considered valid and legally effective for husband and wife when several essential requirements are fulfilled. These requirements are intended to ensure legal capacity, continuity of contractual expression, consistency between offer and acceptance, and clarity of the parties' intention before the witnesses and all parties involved. In Islamic law, these conditions do not merely function as procedural requirements, but also serve to protect the validity, certainty, and integrity of the marriage contract [20], [22], [23]:

**Table 1.** Normative Elements of the Marriage Contract in Islamic Law

Requirement	Explanation
Legal capacity of the parties	Both parties involved in the marriage contract, whether the guardian, the prospective groom, or their representatives, must possess legal competence and mental discernment. If one of the parties is a minor or mentally incapable, the marriage contract is not considered valid [22].
Unity of the contractual session	<i>Ijab</i> and <i>qabul</i> must be performed within a single assembly. This means that the declaration of <i>ijab</i> and <i>qabul</i> should not be interrupted by words or actions that separate the offer from the acceptance or prevent the contract from being concluded [23].
Consistency between <i>ijab</i> and <i>qabul</i>	The <i>qabul</i> statement must not contradict the <i>ijab</i> . Its meaning and purpose must correspond to the <i>ijab</i> , except when the <i>qabul</i> provides a better or stronger form of acceptance. For instance, if the guardian offers marriage with a dowry of one hundred thousand rupiah and the groom accepts it with a dowry of two hundred thousand rupiah, the marriage remains valid because the <i>qabul</i> improves upon the original <i>ijab</i> .
Clarity and audibility of the declaration	<i>Ijab</i> and <i>qabul</i> must be spoken clearly and heard by the parties involved, including the guardian, the bride and groom, and the witnesses. The declarations must indicate the intention to perform the marriage contract, even if some words are not fully understood. The essential point lies in the intention and consent expressed through the contract.

Based on these requirements, the validity of the marriage contract in Islamic law depends not only on the formal pronouncement of *ijab* and *qabul*, but also on the legal competence of the parties, the continuity of the contractual session, the consistency of acceptance, and the clarity of intention. These elements demonstrate that Islamic law places strong emphasis on legal certainty, mutual consent, and the protection of the parties involved in marriage. Thus, the marriage contract should be understood as a legally binding and ethically meaningful covenant that establishes marital rights and obligations in a valid and accountable manner.

### ***The Marriage Contract from the Perspective of Positive Law in Indonesia***

From a juridical perspective, the marriage contract is regulated in statutory law. Regarding the marriage contract, it can be observed that Law No. 1 of 1974 on Marriage does not explicitly define the marriage contract [24]. The provisions in the law are general in nature and do not address substantive issues of marriage law. This differs from the Compilation of Islamic Law (KHI), which is considered Indonesian *fiqh* and specifically regulates matters of marriage.

According to the Compilation of Islamic Law, as stated in Chapter I, Article 1(c), the marriage contract is a sequence of *ijab* pronounced by the guardian and *qabul* pronounced by the prospective groom or his representative, witnessed by two persons. The marriage contract represents a mutual agreement between the prospective husband and wife to bind themselves in the marital bond. Through this declaration, both parties have freely consented to the marriage and agree to comply with religious provisions related to household regulations [25].

Article 28 of the Compilation of Islamic Law also states that the marriage contract is to be carried out personally by the appointed guardian (*wali nikah*). The guardian may delegate this responsibility to another person as their representative [26]. In this context, if the guardian (*wali nikah*) is unable to perform the marriage contract, the responsibility may be delegated to the *wali hakim* (guardian appointed by the judge), as stated in Article 20, Paragraph (2), which explains that guardians consist of *wali nasab* and *wali hakim*. The Compilation of Islamic Law also specifies technically that the *qabul* must be pronounced by the prospective groom himself. However, in certain circumstances, the *qabul* may be delegated to another man, provided that the prospective groom grants explicit written authorization confirming that the representative's acceptance of the marriage contract is on behalf of the groom [27].

The requirement for marriage registration is an obligation for everyone intending to marry. This provision is regulated under Law No. 1 of 1974 on Marriage. Article 2, Paragraph (2) states that every marriage must be registered in accordance with the applicable laws and regulations. This requirement, however, is not a condition for the validity of the marriage. Rather, it serves as proof that clarifies the legal status of an individual's marriage. Islam also regards marriage registration as necessary, because it has significant benefits for both husband and wife [28]. The legal force of marriage registration ensures that the marriage is recognized by the state and provides clarity regarding the status of children born from the marriage. Nevertheless, marriage registration is not part of the pillars (*rukun*) or conditions (*shurut*) of the marriage contract.

Considering the potential risks of not registering a marriage, registration is deemed very important to guarantee the legal rights of both husband and wife [29]. From several perspectives, the purpose of marriage registration is to guarantee the rights of the husband and wife and to secure the legal status of children born from the marriage. Therefore, even though registration is not part of the marriage itself, it must be carried out. This is based on the legal maxims: "Preventing harm and seeking benefit" and "Harm or damage must be removed".

These two maxims illustrate that to prevent potential harm arising from unregistered marriages, registration is necessary for the marrying parties [30]. Essentially, there is no difference between registering a marriage at the Office of Religious Affairs (KUA) or outside the KUA. In practice, the distinction lies mainly in the costs incurred by the parties wishing to marry. The government does not impose restrictions regarding whether registration must take place at the KUA or outside of it. For marriages registered outside the KUA, the marrying parties are required to involve KUA officials at the event, indirectly necessitating the provision of facilities needed by the KUA. In contrast, if the registration occurs at the KUA, the KUA provides the marriage facilities, such as the venue.

The government does not restrict the location of marriage registration because the essential point is that the officer responsible for recording the marriage the Marriage Registrar (PPN) performs the examination of requirements, supervises and records marriage and reconciliation events, registers divorce (both by talaq and litigation), and provides marital guidance. This is stipulated in Article 2 of the Supreme Court Regulation (PMA) No. 11 of 2007 on Marriage Registration [24].

### ***Akad Nikah Perspektif Psikologis***

In general, psychology is a science that studies mental phenomena related to the human mind in its normal, mature, and civilized state [31]. Therefore, in relation to the purpose of the marriage contract which is to uphold the commands of Allah in daily life, to have offspring, and to achieve a harmonious family life this aligns with the field of psychology, as it can influence the success and well-being of married life [32].

The marriage contract, or 'aqd, is an important component in psychological studies because it has a significant impact on individual behavior and social interactions. There are several reasons why the contract is important in psychological analysis. First, it serves as a foundation for interaction. A contract forms the basis of many social interactions within society. This includes formal agreements such as marriage, business contracts, and other legal agreements, as well as less formal social agreements, such as cultural norms and ethical conventions [33].

Second, commitment and trust. A contract establishes a commitment between individuals or groups. When someone signs or agrees to a contract, they are effectively pledging to comply with its terms. This creates trust among the involved parties and facilitates better cooperation. Third, behavioral study. Psychologists examine the behavior of individuals and groups in the context of contracts. They seek to understand how people respond to, comply with, or violate a contract, and how the contract can influence motivation, satisfaction, and individual well-being [34].

Fourth, social control. Contracts play a role in maintaining social order. They establish rules and consequences for violating those rules, which influence human behavior because people tend to avoid sanctions and seek the benefits of fulfilling the contract [35]. Contracts also serve as a focal point in the study of conflict and conflict resolution. Psychologists examine how conflicts arise, how they can be managed, and how contracts can be used to resolve disagreements.

Fifth, the influence of norms and values. Contracts reflect the social norms and values present in society. Psychological studies of contracts can provide insights into how these values affect individual decision-making and behavior. Sixth, identity and personality development. Through contracts such as marriage, individuals often develop their social identities and roles. Psychologists study how contracts can influence the formation of personal identity and the development of personality. Seventh, mental and emotional well-being [36]. Contracts can also impact an individual's mental and emotional health. Non-compliance with a contract or conflicts arising from it can lead to stress, anxiety, and other mental health challenges, sometimes culminating in divorce. Therefore, contracts are key elements in understanding human behavior and social interaction. Psychological studies of contracts help to elucidate how marriage contracts influence both individuals and society at large.

### ***The Marriage Contract from a Sociological Perspective***

Humans are the most perfect of creatures; however, in their lives, they cannot live in isolation. They always need the presence of others and naturally desire to be with others [37]. Therefore, humans are referred to as social beings. One way to realize this social nature is through marriage. From a sociological perspective, marriage is a physical and emotional bond between a man and a woman in a husband-wife relationship, reinforced by social sanctions. In this sense, the family is a social unit formed through marriage, representing the socially recognized and approved sexual union of two adults [38].

The marriage contract in a social context is a sacred event in Islam that plays an important role in shaping social structures and society. From a sociological perspective, the marriage contract can be analyzed through several aspects: First, social structure. The marriage contract establishes an official bond between two individuals and their families. It changes their social status from "single" to "married." In societies that are highly oriented toward social hierarchy, such as traditional communities, marriage can influence a person's position within the social structure. Second, social norms. The marriage contract follows a series of social and cultural norms that vary across societies. These norms may relate to attire, behavior during the ceremony, or specific traditions that must be observed. Sociological analysis can examine how these norms are maintained and evolve over time.

Third, gender roles. Marriage often involves socially defined gender roles. In traditional societies, the roles of husband and wife can be heavily constrained by social norms [39]. However, in more modern societies, gender roles within marriage have undergone significant changes. Fourth, social institution. Marriage is a social institution with rules, regulations, and procedures that govern relationships between individuals. In Islamic societies, marriage laws are regulated by Sharia. Marriage is also closely linked to the family institution, which plays a major role in shaping society.

Fifth, social mobility. A marriage contract can influence an individual's social mobility. For example, marrying a partner with a higher or lower social or economic status can affect one's position within society. Sixth, social conflict. Social conflicts, particularly those related to marriages that do not meet certain social or cultural requirements, may arise in the context of a marriage contract [40]. These issues can include differences in religion, ethnicity, or social class.

Seventh, family and individual interests. The marriage contract affects the family structure and relationships among family members. Changes within the family can impact individuals, particularly in terms of social support, childcare, and family responsibilities [41]. Therefore, overall, the marriage contract from a sociological perspective is a highly complex social phenomenon that influences the structure and dynamics of society in multiple ways. Sociological analysis can help in understanding how the marriage contract interacts with broader social factors and how changes within this institution affect society over time.

### ***Discussion***

The findings of this study indicate that the marriage contract should not be understood merely as a formal religious ritual or a procedural legal requirement, but as a multidimensional institution that embodies theological, juridical, ethical, psychological, sociological, and gender-related meanings. This interpretation strengthens the argument that the marriage contract constitutes the foundational moment in which the rights, obligations, responsibilities, and relational orientation

of husband and wife are established. From the perspective of Islamic law, the marriage contract is not simply a legal instrument that legitimizes marital relations, but a sacred covenant that contains the values of consent, reciprocity, justice, responsibility, and public benefit. This finding is consistent with Yaşar, who explains the conceptual relationship between marriage and contract in Islamic law by emphasizing that the marriage contract has a specific normative character distinct from ordinary civil contract [2]. However, this study extends that argument by demonstrating that the normative structure of the marriage contract must also be read through the lens of gender justice, so that its sacred and legal dimensions do not reproduce hierarchical power relations within the family.

The findings also correspond with studies that examine the validity and implementation of marriage contracts in contemporary Islamic legal contexts. Sujono et al. highlight the flexibility of Islamic legal reasoning in responding to online marriage contracts during the Covid-19 pandemic, showing that the marriage contract is not static but can adapt to changing social and technological circumstances as long as its essential legal requirements are fulfilled [3]. Similarly, Aksoy's discussion of custody in the marriage contract demonstrates that Islamic family law contains room for contractual arrangements that may affect the rights and welfare of family members [12]. These studies support the present article's argument that the marriage contract should be approached as a dynamic legal instrument rather than a rigid ritual formality. Nevertheless, the present study contributes a broader interdisciplinary reconstruction by connecting the validity of the contract not only to its formal requirements, such as *ijab*, *qabul*, guardian, and witnesses, but also to its substantive implications for justice, protection, and equality between spouses.

In relation to Indonesian positive law, the findings affirm that the state plays an essential role in transforming the marriage contract into a legally recognized event that produces juridical consequences for husband, wife, and children. This is in line with Arifuddin's study, which emphasizes the importance of marriage registration as a mechanism for fulfilling legal certainty and protecting marital rights in accordance with Islamic principles [24]. Likewise, Bisri's analysis of the legal framework of marriage in Indonesia demonstrates that state regulation is necessary to address legal discrepancies and protect citizens in complex marital cases [16]. The present study strengthens these arguments by showing that marriage registration and statutory regulation should not be seen merely as administrative obligations, but as protective mechanisms that prevent legal vulnerability, particularly for women and children. However, this study also argues that legal certainty alone is insufficient if it is not accompanied by substantive justice in the marital relationship.

The discussion of gender justice in this study is closely related to previous works that examine inequality, role expectations, and power imbalance in marriage. Ali et al. show that spousal role expectations can become a source of marital conflict when husbands and wives interpret obligations, authority, and domestic responsibilities differently [18]. Ab Rashid et al. further demonstrate that power imbalances in marriage often appear in relational discourse and may contribute to vulnerability, emotional burden, and unequal decision-making within the household [19]. These findings support the central argument of this article that the marriage contract must be understood as an initial ethical space for establishing balanced rights and obligations. In this context, gender justice does not mean erasing all functional differences between husband and wife, but ensuring that such differences do not become a basis for domination, discrimination, or unequal access to protection. Therefore, the marriage contract

should be reconstructed as a relational agreement that affirms dignity, mutual consent, shared responsibility, and fair participation in family life.

The findings also resonate with Mu'in et al., who reinterpret livelihood obligations in marriage law and argue that family resilience requires a more contextual understanding of marital roles, particularly in changing social and economic conditions [17]. Their study shows that rigid interpretations of the husband's and wife's roles may no longer adequately reflect contemporary family realities, especially when women also contribute economically and socially to household sustainability. This is reinforced by Nur et al., who employ the mubadalah perspective to reconstruct the concept of livelihood in Lampung Province, emphasizing reciprocity and mutual benefit in husband-wife relations [42]. The present article builds upon these perspectives by positioning the marriage contract as the starting point for negotiating reciprocal responsibilities. In other words, the contract should not only mark the legal beginning of marriage, but also function as a normative foundation for building a fair, participatory, and sustainable family relationship.

From the perspective of Islamic legal philosophy, this study's findings are also supported by the concept of *maslahah*. Nur Asiah's discussion of *maslahah* according to al-Ghazali emphasizes that Islamic legal reasoning should be oriented toward the protection of benefit and the prevention of harm [43]. This principle is highly relevant to the reconstruction of the marriage contract because marriage law should protect religion, life, dignity, lineage, and property within the family. When the marriage contract is interpreted through *maslahah*, it becomes clear that its purpose is not only to validate marital status, but also to prevent harm arising from unequal power relations, unregistered marriage, domestic conflict, and the neglect of women's and children's rights. Thus, the integration of *maslahah* and gender justice provides a strong normative basis for interpreting the marriage contract as an instrument of protection, not merely a symbol of legality.

The novelty of this study lies in its interdisciplinary integration of Islamic law, Indonesian positive law, and gender justice in understanding the marriage contract. Previous studies have generally examined the marriage contract from separate perspectives, such as classical *fiqh*, statutory law, marriage registration, family resilience, or gender relations. This article offers a more comprehensive framework by treating the marriage contract as a sacred covenant, a legal event, an ethical commitment, a social institution, and a gender-responsive instrument at the same time. This integrative framework allows the marriage contract to be understood not only in terms of formal validity, but also in terms of its capacity to promote reciprocity, substantive justice, legal certainty, psychological security, and social protection within marriage. Therefore, the contribution of this study is conceptual and normative: it reconstructs the marriage contract as a transformative foundation for building an egalitarian, protective, and sustainable Muslim family in contemporary Indonesia.

The implications of this study are significant for Islamic family law discourse, legal policy, religious education, and marital practice. Theoretically, this study enriches the development of contemporary Islamic legal thought by showing that gender justice can be integrated with Islamic legal principles without negating the authority of religious norms. Juridically, the findings suggest that marriage regulation should move beyond administrative compliance and pay greater attention to substantive protection, especially in relation to consent, marital rights, economic responsibility, domestic labor, and decision-making within the family. Practically, this study encourages religious authorities, marriage registrars, premarital counselors,

and Islamic legal educators to emphasize the ethical and gender-responsive meaning of the marriage contract during premarital guidance. Socially, this reconstruction may help reduce marital conflict, strengthen mutual responsibility, and prevent practices that normalize domination or inequality in the household.

Despite its contributions, this study has several limitations. First, it is based on normative legal research and literature analysis, so it does not include empirical data from married couples, religious officers, judges, or premarital counseling institutions. As a result, the study cannot directly measure how the reconstructed meaning of the marriage contract is understood or practiced in everyday marital life. Second, the analysis focuses primarily on Islamic law, Indonesian positive law, and gender justice, while comparative perspectives from other Muslim-majority countries are not explored in depth. Third, the interdisciplinary discussion uses sociological and psychological literature as supporting perspectives, but it does not employ empirical sociological or psychological methods. Future studies may therefore conduct field research on how couples understand consent, reciprocity, and justice in the marriage contract, or compare the Indonesian model with family law practices in other Muslim societies. Such studies would further strengthen the practical relevance of the interdisciplinary framework proposed in this article.

## CONCLUSION

The marriage contract is a fundamental institution in marriage, encompassing religious, juridical, psychological, and sociological dimensions simultaneously. From the perspective of Islamic law, the marriage contract is understood as *mitsāqan ghalīẓan*, containing values of justice, reciprocity, consent, and public interest as the foundation of the husband-wife relationship. Meanwhile, Indonesian positive law positions the marriage contract as a legal event that produces legal consequences and ensures certainty and protection through mechanisms of registration and the regulation of rights and obligations. However, in practice, both Islamic law and positive law are often understood formally and have not fully accommodated substantive gender justice.

Through an interdisciplinary approach, this article demonstrates that gender justice serves as a crucial integrative bridge between religious norms and state regulations. Gender justice in the marriage contract is not intended to eliminate role differentiation but to ensure equality of dignity, balance of power relations, and a fair and proportional distribution of rights and obligations.

The novelty of this article lies in its comprehensive integration of Islamic law, positive law, and gender justice in interpreting the marriage contract as both a legal and social protective instrument, rather than merely a procedural legal formality or a religious symbol. This approach positions the marriage contract as a preventive foundation against relational imbalances and domestic conflict, while simultaneously serving as a means to build a *sakinah, mawaddah, and rahmah* family in an equitable and sustainable manner. The interdisciplinary reconstruction of the meaning of the marriage contract is expected to provide a conceptual contribution to the development of marriage law that is responsive to social dynamics and the demands of gender justice in Indonesia.

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I.I. contributed to the conceptualization of the study, methodology design, formal analysis, investigation, data collection, writing the original draft, reviewing and editing, visualization, supervision, and final approval of the manuscript. D.M. contributed to methodology development, formal analysis, reviewing and editing the manuscript, supervision of research activities, and validation of research findings. H. contributed to literature review, contextual analysis, drafting sections related to legal frameworks, critical revision of content, and supporting the integration of interdisciplinary perspectives.

## CONFLICT OF INTEREST

The authors declare no conflict of interest.

## DECLARATION OF USE OF AI IN SCIENTIFIC WRITING

The authors used several generative AI tools in the process. ChatGPT was used to help organise complex concepts, while Grammarly was employed to enhance the grammar, style, readability of the text and improve the overall clarity of the writing. Although these tools provided valuable support, the researcher wrote all the content and conclusions.

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